

SECTION G
CONTRACT ADMINISTRATION DATA

1. **CONTRACTING OFFICER'S REPRESENTATIVE**

The person named below is designated as the Contracting Officer's Representative (COR):

Michele Hartley, Producer-Director

The Contracting Officer's Representative (COR) is responsible for: (1) monitoring the contractor's technical progress including the surveillance and assessment of performance and recommending to the Contracting Officer changes in requirements; (2) interpreting the Scope of Work; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting the Contracting Officer in the resolution of technical problems encountered during performance.

THE CONTRACTING OFFICER IS RESPONSIBLE FOR AND HAS THE SOLE AUTHORITY FOR DIRECTING AND/OR NEGOTIATING ANY CHANGES IN THE TERMS, CONDITIONS, OR AMOUNTS CITED IN THE CONTRACT. INCREASES IN THE SCOPE OF WORK SHALL BE APPROVED BY THE CONTRACTING OFFICER.

For guidance from the COR to the contractor to be valid, it must: (1) be consistent with the description of the work set forth in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated into this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for any increase in the total contract value.

2. **GENERAL PROCEDURES FOR ORDERING, SELECTION AND ISSUANCE OF TASK ORDERS**

Performance of this contract will be subject to the following ordering and selection procedures in accordance with FAR 16.505. In the event of conflict between a task order and the contract, the contract shall control.

A. **SELECTION**

The government intends to consider for award all like contractors that received an award under Solicitation Number N1143080022, considering any or all of the following factors:

- (1) Comparable strengths of contractors;
- (2) Level of creativity and skill;
- (3) Type and style of media;
- (4) Technical skill and unique or highly specialized services;
- (5) Availability of personnel;

- (6) Past performance on earlier tasks;
- (7) Level of quality and timeliness of deliverables;
- (8) Continuity and/or continuation of a previous project;
- (9) Proximity to Park, shooting location, Client, and/or COR location;
- (10) Production value; and
- (11) Price.

B. PROCEDURE FOR REQUESTING AND RECEIVING TECHNICAL AND/OR COST PROPOSALS

Upon identification of a need, the government will issue a Request for Quotation or Proposal (RFQ or RFP) to multiple IDIQ contract holders after considering the criteria in Paragraph A. The government may obtain either oral or written proposals from the selected contractor(s). To the extent possible, informal methods and streamlined electronic procedures will be used for obtaining this information. The request will designate (a) the task to be performed; (b) the time for completion or target date; (c) any other requirements specific or unique to the project; and (d) the e-mail address or addresses where responses must be submitted.

The contractor(s) shall electronically submit a technical and/or cost proposal using the latest version of Microsoft Word. The RFQ or RFP will include the deadline for submission. The minimum amount of time shall be within two working days after receipt of a request. The maximum amount of time is typically 10 working days but may be further extended based on the complexity of the project and required information to be included within the proposal. The proposal shall include the following as appropriate to the task:

- (1) Start date and production schedule;
- (2) Key personnel, with resumes (resumes submitted and evaluated initially do not need to be resubmitted);
- (3) Person-hours by applicable labor category;
- (4) Equipment, material costs, postage and shipping;
- (5) Travel;
- (6) Subcontracts and/or consultants with resumes, reflecting the person-hours of effort;
- (7) Other pertinent information, such as the Rights in Data understanding including rights for music, stock footage, stills, other production elements, and samples of work that may have a bearing upon selection;
- (8) Accessibility options when not already specified in the work statement;
- (9) A narrative may be required describing creative approach to be used in developing the content, graphic elements, titles, fonts, help screens, credits, animation (2D or 3D), user interface, virtual reality, navigation devices and behavior including timeouts, attract screens, closing sequences, and the operating platform of the program. The use of elements such as music, narration, and special effects shall also be described. The narrative shall also describe the ways in which accessibility requirements shall be met. Specific

descriptions and examples shall be provided and include, for example, how someone with a visual impairment will be able to interact with a computer program displayed on a touch screen, how audio description of visual features will be accessed, how captions will be displayed, etc., and

(10) Total firm-fixed-price.

Some RFQs or RFPs may require the submission of materials requiring more extensive preparation from the contractor, such as the preparation of a conceptual design for the proposed acquisition. In this case, a payment to the contractor(s) for this submission is typical, as is a meeting at the park with the contractor(s), COR and park staff. Payment is at the sole discretion of the government and will not exceed \$10,000.

Should the government be unable to come to terms with the contractor for the services and materials required in the task order resulting in the submission(s), the government reserves the right to contract elsewhere using the acquired materials with any contractor it may subsequently select. The contractor retains no rights to the material(s) delivered under this contract including the conceptual design.

Submissions may include the following (*See Attachment A, Section 10, Technical Specifications for Multimedia Production; Section 1, Definitions, and Section 4, Multimedia Planning, Design, and Production Services With Installation Process*):

- (1) AV Treatment
- (2) Conceptual Design
- (3) Production Plan
- (4) Script

If specific evaluation criteria are not specified in the request for technical and/or cost proposals, the task order will be awarded to the contractor providing the lowest price for the work which meets the requirements of the scope of work. However, a price and technical relationship may be specified in the request, which would then take precedence over a low price selection.

During the proposal preparation phase, the contractor **shall not** contact the Park without advance approval of the Contracting Officer.

C. **TASK ORDER AWARD**

Once a contractor is selected, all unsuccessful contractors will be notified orally or thru e-mail of the task order award. Work shall not begin on any task order without the execution by the Contracting Officer of a task order authorizing the work. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and the contract, the contract shall control.

3. **TASK ORDER CONTRACT OMBUDSMAN**

The Task Order Contract Ombudsman is Heidi Ernst, Chief of Contracting, National Park Service, Washington Contract and Procurement Office, 12795 West Alameda Parkway, P.O. Box 25287, Denver Colorado 80225-0287.

In accordance with FAR 16.505(b)(4), the Task Order Contract Ombudsmen will review complaints from contractors regarding issuance of task orders for contract awards under Solicitation Number N1143080022.

4. **GOVERNMENT- FURNISHED PROPERTY**

The contractor shall be responsible for the security and protection of Government-Furnished Property or materials provided in connection with individual task orders (See FAR 52.245-2). Following acceptance of all work by the government, the contractor shall return to the Contracting Officer all Government-Furnished Property.

5. **TRAVEL**

In the event that the performance of a specific task order requires travel, the contractor shall be reimbursed for such travel in accordance with the current official Standard Federal Travel Regulations. Only coach class for common carriers shall be allowed. While on travel status, the contractor will be compensated for travel time at half the negotiated hourly rate contained in Section B. General Services Administration per diem rates can be accessed via the Internet at:

<http://www.gsa.gov>

Specifically, travel to the Harpers Ferry Center, Harpers Ferry, West Virginia, or to a park site may be required.

A postaward meeting will be held at Harpers Ferry Center, Harpers Ferry, West Virginia within two months after the contract award. All contractors awarded an Indefinite Delivery Indefinite Quantity Contract must attend.

6. **ADDITIONAL WORK**

Any additional work not detailed in the task order shall be approved, in writing, by the Contracting Officer.

7. **LOSS OR DAMAGE OF GOVERNMENT PROPERTY**

The contractor shall be liable for any loss of or damage to any government property caused by negligence, theft, or willful misconduct of the contractor, his agent, servants, and employees, and shall indemnify and save the government harmless against all actions, proceedings, claims, demands, costs, damages, and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or resulting from the performance of this contract. The contractor shall submit a full written report to the Contracting Officer within 24 hours following the occurrence of such damage, loss, or injury.

If due to fault, neglect, dishonesty of the contractor, his agency or employees, loss or damage to government property is incurred during the performance of this contract, the contractor shall be responsible for same. The government, at its option, may in lieu of repayment, require the contractor to replace at his own expense, all such property as directed by the Contracting Officer. Until the equipment is repaired or replaced, the contractor shall furnish similar, adequate replacement property and/or equipment at no charge to the government, within two working days of the date the equipment has been lost, stolen, or damaged.

8. **RIGHT TO PROCURE FROM OTHER SOURCES**

The government, under the terms of this Indefinite Delivery Indefinite Quantity Contract, retains the right to procure similar services from other sources during the period of this contract and any option thereto. Additionally, the government reserves the right to secure competitive bids or pricing from other sources for work proposed under this contract.

9. **OVERTIME**

The contractor **shall not** perform overtime work under or in connection with task orders issued under this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

10. **AUTHORIZED USERS**

In addition to the Harpers Ferry Center, all elements of the Department of the Interior, National Park Service, and occasionally other agencies of the government may place task orders on a direct basis with the contractor in accordance with the General Procedures for Ordering, Selection and Issuance of Task Orders. In order for another unit or office to use this contract, authorization, including a Task Order Number, must be obtained from the Harpers Ferry Center Contracting Officer.

11. **KEY PERSONNEL**

The individual(s) named below are considered "Key Personnel" for the performance of all requirements under this contract. The list of key personnel may not be amended during the course of the contract without the written approval of the Contracting Officer. Prior to diverting any of the specified individuals to other projects, the contractor shall notify the Contracting Officer and shall submit a justification (including proposed substitutions) in sufficient detail to permit evaluation of the effect on the program.

(1) Multimedia Producers – Donald P. Dickey and Carol J. Rives

(2) Project Managers – Donald P. Dickey and Carol J. Rives

*One person may assume the role of multiple positions and/or more than one person may be listed for each role.

12. **RIGHTS IN DATA – SPECIAL WORKS**

(FAR 52.227-17) (DEC 2007)

(a) *Definitions.* As used in this clause—

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.
- (ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

- (2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

- (1) Data first produced in the performance of this contract.
 - (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
 - (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.
- (2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.
- (d) *Release and use restrictions.* Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

- (e) *Indemnity.* The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

13. **PROMPT PAYMENT ACT**

- A. The Prompt Payment Act, Public Law 97-117 (96 Stat. 85, 31 USC 1801), amended by Public Law 100-496, is applicable to payments under this contract and is hereby incorporated by reference. The full text, FAR 52.232-25 (OCT 2008), is available upon request.

NOTE: Paragraph a(6)(i) of the Prompt Payment Clause which states constructive acceptance will occur on the 7th day is hereby changed to read as follows:

"For the sole purpose of computing an interest penalty that might be due the contractor, government acceptance shall be deemed to have occurred constructively on the 30th day after the contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities."

- B. Determination of interest due will be made in accordance with the provisions therein.

14. **PAYMENT DUE DATE**

Payments under this contract will be due on the 30th calendar day after the latter of:

- A. The date of actual receipt of a proper invoice in the office designated to receive the invoice **NOTE: THE GOVERNMENT WILL NOT TAKE RESPONSIBILITY FOR INVOICES MAILED OR HAND-CARRIED TO ANY OTHER ADDRESS**); or,
- B. The date the supplies or services are accepted by the Government.

The date of the check shall be considered the date payment is made.

15. **PAYMENT PROVISIONS FOR TASK ORDERS AWARDED UNDER THIS CONTRACT**

The contractor shall be paid in accordance with one of the following methods of payment upon delivery and acceptance of individual projects completed as part of this contract:

- A. Electronic Payment; or
- B. Smartpay Government Charge Card (MasterCard).

Each method will require the contractor to submit an invoice according to the requirements of Paragraph 16, which follows.

Each Fixed-Price task order shall be negotiated between the parties and a task order issued. Payment will be made in the form of a lump sum for each completed task order upon acceptance of the work and submission of a proper invoice. Partial payments may be authorized based upon a completion, delivery and payment schedule stated in the task order.

If payment by the Smartpay Government Charge Card (MasterCard) is not designated in the individual task order, payment will be made by electronic payment.

16. **SUBMISSION OF INVOICES**

Invoices shall be submitted in an original to the government office designated in this contract or the task order to receive invoices. To constitute a proper invoice, the invoice must include the following information:

- A. Name and address of the Contractor;
- B. Taxpayer Identification Number (TIN);
- C. Invoice date;

- D. Contract Number and Task Order Number;
- E. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- F. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government Bills of lading;
- G. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- H. Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice;
- I. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

17. **CONTRACT ADMINISTRATION**

- A. The National Park Service Contracting Officer is JoAnne Grove, whose address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, 230 Taylor Street, Harpers Ferry, West Virginia 25425-0050.
- B. The National Park Service Contract Specialist is Beverly Rinaldi-Alt, whose address is: National Park Service, Harpers Ferry Center, Office of Acquisition Management, P.O. Box 50, 230 Taylor Street, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the Contracting Officer(s) as the point of contact on all business and administrative matters concerning this contract. All correspondence, other than that of a technical nature, shall be addressed to the Contracting Officer, with information copies of all correspondence to the Contracting Officer's Representative.

- C. The National Park Service COR address is National Park Service, Harpers Ferry Center, Department of Audiovisual Arts, Attention: COR, P.O. Box 50, Harpers Ferry, West Virginia 25425-0050.

The contractor shall use the COR as the point of contact for all technical matters under the contract. Technical correspondence shall be addressed to the NPS COR, with an information copy of all correspondence to the Contracting Officer.

18. **FACILITY SECURITY POLICY**

Contractors attending meetings or accomplishing work within the buildings of the Interpretive Design Center, Harpers Ferry Center, during normal business hours shall register their arrival and departure times in the Visitor's Log at the main reception area in the lobby. Visitors are required to sign out when leaving the premises.

19. **REPORTS**

The contractor shall prepare a status report every six months, in narrative form, which shall contain a listing of all task orders and a summary of the work accomplished during the reporting period. Reports shall be in sufficient detail to disclose all work started and results achieved during the reporting period, an indication of unresolved problems that are continuing to impede performance, the proposed corrective action, and the completion date. Each status report shall be submitted to the COR with a copy to the Contracting Officer. Reports shall be submitted in both hard copy and electronic forms. Text shall be in the latest version of Microsoft Word. Tables shall be in Excel spreadsheet format. Alternate formats may be used if approved, in writing, by the Contracting Officer.

20. **ADVANCE UNDERSTANDING**

Proposals and/or cost estimates prepared and submitted in response to any request under this contract or task orders shall be at no cost to the government.

21. **LIABILITY INSURANCE**

(a) The Contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$200,000 each person
\$500,000 each occurrence
\$20,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

22. **USE OF RENTAL VEHICLES**

For circumstances including remote location services, the use of rental vehicles may be required. Rental of vehicles shall be restricted to the minimum needs of the contractor. Cars shall be limited to compact size cars for the transportation of passengers. If an intermediate car or larger is needed to transport multiple passengers and is more cost-effective than renting multiple vehicles, the contractor shall use the least-cost approach to acquiring rental cars. If a van or 4-wheel drive is needed for the transportation of equipment to a remote location, and a passenger vehicle will not suffice, the contractor shall rent the appropriate sized van or 4-wheel drive needed to match the requirements of the project.

23. **SCIENTIFIC AND HISTORICAL ACCURACY**

The contractor shall be responsible for the scientific and historical accuracy of all work produced under this contract.